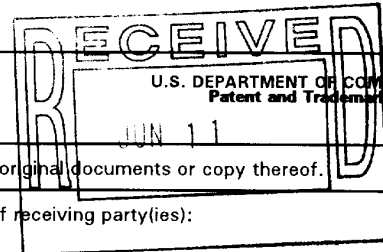


06-16-1998

Form PTO-1594
1-31-92

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

100738213

Attached original documents or copy thereof.

1. Name of conveying party(ies):
 Hennessy Products Incorporation
☐ Individuals
☐ General Partnership - ☐ Limited Partnership
☒ Corporation - Delaware
☐ Other _____
 Additional name(s) of conveying party(ies) attached? Yes ☒ No

2. Name and address of receiving party(ies):

Name: Paribas

Internal Address: _____

Street Address: 787 Seventh AvenueCity: New York State: New York ZIP: 10019

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation- _____ ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes ☐ No ☐
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance: **MRO6-11-98**
 Assignment _____ Merger _____
☒ Security Agreement _____ Change of Name _____
☐ Other _____

Execution Date: May 29, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/531848

Trademark Registration No.(s)

792,925
 1,997,510
 1,997,510

Additional numbers attached Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alisa Lewis, Esq.Internal Address: White & CaseStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036-2787

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$90.00

☒ Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

06/15/1998 DCOATES 00000018 74531848

DO NOT USE THIS SPACE

01 FC:481
02 FC:48240.00 DP
50.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Name of Person Signing

Signature

date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks

Box Assignments**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

AMENDED AND RESTATED ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hennessy Products Incorporated, a Delaware corporation (the "Assignor") with principal offices at 910 Progress Road, Chambersburg, Franklin County, Pennsylvania 17201, hereby assigns and grants to Paribas, (formerly known as "Banque Paribas") as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of August 18, 1997, and amended and restated as of May 29, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the
____ day of May, 1998.

HENNESSEY PRODUCTS,
INCORPORATED
as Assignor

By Will J. Eddy
Title: Chairman

PARIBAS,
as Collateral Agent, Assignee

By T. R. G. A.
Title: Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of May, 1998, before me personally came William J. Kidd, who, being by me duly sworn, did state as follows: that [s]he is Chairman of Hennessy Products, Incorporated, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Anina M. Montetina
Notary Public

ANINA M. MONTETINA
Notary Public, State of New York
No. 01MO6003422
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 2, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of May, 1998, before me personally came
Douglas Grouche, who, being by me duly sworn, did state as follows: that he is
Director of Paribas, that he is authorized to execute the foregoing Assignment on behalf
of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

ANNA M. MONTET'ENNA
Notary Public, State of New York
No. 01MO6003422
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 2, 2000

SCHEDULE

REGISTERED U.S. TRADEMARKS AND SERVICE MARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Guardwell	792,925	July 20, 1965
Arrow Design	1,997,510	August 27, 1996
Innovation	Pending 741,531.848	File Date: June 1, 1994